BILL NO. S-89-02-06

SPECIAL ORDINANCE NO. S-39-89

AN ORDINANCE approving the awarding of Reference #1339 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and **TRAFFIC ONE AND TRAFFIC SIGNAL COMPANY, INC.** for the Traffic Engineering Department.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1339 between the City of Fort Wayne, by and through its Department of Purchasing and **TRAFFIC ONE AND TRAFFIC SIGNAL COMPANY, INC.** for the Traffic Engineering Department, respectfully for:

> **the purchase of five (5) traffic signal controller units and cabinets;**

involving a total cost of Twenty-Four Thousand Seven Hundred Thirty-Three and no/100 Dollars ($24,733.00) - (Traffic One - $10,360.00; Traffic Signal Co. - $14,373.00), all as more particularly set forth in said Reference #1339 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

Reference # 1339

Department TRAFFIC ENGINEERING

Date 2-8-89

PURCHASING INFORMATION

TRAFFIC SIGNAL CONTROLLERS

Advertised Bid X Opening Date 5-24-88
Dates Advertised 5-5-88, 5-12-88

Written Quote _____ Due Date _____

Verbal Quote _____

Number of Vendors Notified 10

Number of Vendors Requesting Bid Information 4

Number of Vendors Responding 3

Number of Vendors Disqualified 0

Number of Vendors not Responding 6

Date Sent to Department for Recommendation _____

Date Recommendation is Received in Purchasing _____

Information Sent to Law Department _____

Introduction Date _____

Discussion Date _____

Passage Date _____

Ordinance # _____

Amount Approved and/or Spent Last Year, if Applicable _____

MEMORANDUM

TO: GLORIA GOEGLEIN - PURCHASING DEPARTMENT

FROM: WALT STOUT - TRAFFIC ENGINEERING

DATE: JUNE 3, 1988

SUBJECT: TRAFFIC SIGNAL CONTROLLERS BID REF. NO. 1339

****

Please be advised we have reviewed all submitted bids for the purchase of traffic signal controllers and are recommending the bids be awarded as follows:

The following items should be awarded to Traffic One, who was the low bidder.

1. 3 Eight (8) Phase, Fully Actuated, Solid State Micro-Processor Based Traffic Signal Controller, Mounted in a Type "P" Cabinet

   @ $5,180.00/ea TOTAL $15,540.00

2. 1 Four (4) Phase, Fully Actuated, Solid State Micro-Processor Based Traffic Signal Controller, Mounted in a Type "P" Cabinet

   @ $4,780.00 TOTAL $ 4,780.00

3. 1 Four (4) Phase, Fully Actuated, Solid State Micro-Processor Based Traffic Signal Controller, Mounted in a Type "M" Cabinet

   @ $4,588.00 TOTAL $4,588.00

TOTAL AWARD $24,908.00

The following items should be awarded to Traffic Signal Company, Inc.

1. 2 Solid State Digital Pre-timed Controller with external Conflict Monitor and Computer Communications Unit, Mounted in Type "G" Cabinet with Slipfitter for Pedestal Mounts

   @ $4,750.00/EA TOTAL $9,500.00

2. 1 Solid State, Digital Pre-timed Master Controller, Mounted in Type "G" Cabinet — TOTAL $5,395.00

3. 1 Solid State, Digital Pre-timed Secondary Controller, Mounted in "G" Cabinet — TOTAL $4,489.00

TOTAL AWARDED $19,384.00

It should be noted that Traffic Signal Company, Inc., was not the lowest bidder on items 2 and 3. Carrier & Gable, Inc., was the lowest bidder by $1,369.00. However, if we purchased the equipment they bid, we would not have spare equipment in case of malfunction. We would, therefore, need to buy a spare control unit at a cost of $1,650.00. This additional expense would be $281.00 more than the total bid of the required equipment as submitted by Traffic Signal Company, Inc. We are, therefore, recommending the bid be awarded to Traffic Signal Company, Inc., since we have compatible equipment that would not cause additional expense.

At your earliest convenience, would you please initiate the necessary Purchase Requisition No. 8TED-053A and B, for the purchase of materials as listed. Thank you for your prompt attention to this matter. Please let me know when I must appear before City Council.

Walt

Walt Stout

WS:fjm

cc: Elenore Petroff
Dottie Hanneman
Steve Davis
Doug Hilkey
File (3)

BID REFERENCE NO. 1339
TRAFFIC CONTROLLERS
TRAFFIC ENGINEERING

DESCRIPTION	QTY	UNIT	TRAFFIC SIGNAL		CARRIER & GABLE		TRAFFIC ONE	
8 PHASE/PCAB	3	EA	$6,950.00	$20,850.00	$6,422.00	$19,266.00	$5,180.00	$15,540.
4 PHASE/PCAB	1	EA	$5,795.00	$5,795.00	$5,603.00	$5,603.00	$4,780.00	$4,780.
4 PHASE/MCAB	1	EA	$5,495.00	$5,495.00	$5,326.00	$5,326.00	$4,588.00	$4,588.
MASTER CONTR	1	EA	$5,395.00	$5,395.00	$4,348.00	$4,348.00	N/B	$0.
SECOND CONTR	1	EA	$4,489.00	$4,489.00	$4,167.00	$4,167.00	N/B	$0.
CONTR. MONIT	2	EA	$4,750.00	$9,500.00	$5,573.00	$11,146.00	N/B	$0.
		TOTAL:		$51,524.00		$49,856.00		$24,908.

Traffic One

307 E. YODER ROAD
FORT WAYNE, INDIANA 46819

639-6651

January 5, 1989

Mr. Steve Davis
Traffic Engineering Dept.
Room 740 City-County Bldg.
Fort Wayne, In 46802

RE: Bid Reference 1259
Bid Reference 1339

Dear Steve:

Traffic One Inc. is desirous to renew and extend Bid Reference #1259 and #1339 "Two Phase, Four Phase, Eight Phase fully actuated solid state controllers and cabinets" for an additional year in compliance with Indiana Law. Said extension under the same prices and conditions as the original contract.

Thank you for consideration.

Yours truly,

Lonnie J. Manny

PRESIDENT

cc: Walt Stout
Purchasing

RECEIVED
JAN 10 1989
TRAFFIC ENG.

TRAFFIC SIGNAL COMPANY, INC.

14790 EAST 136TH STREET
NOBLESVILLE, INDIANA 46060
(317) 485-5187

January 6, 1989

City of Fort Wayne
Department of Purchasing
One Main Street, Room 350
Fort Wayne, IN 46802

RE: Bid Reference #1339
Opened May 24, 1988
Traffic Controllers

Director of Purchases:

This is to advise you that Traffic Signal Company, Inc. would be willing to extend to the City of Fort Wayne the same prices originally bid on the above referenced invitation for an additional twelve months. This would extend the period these prices remain in effect to May 23, 1990.

We appreciate the opportunity to supply your traffic controller needs and thank you for the orders received during 1988.

Very truly yours,

Floyd A. Kline Jr.

FLOYD A. KLINE, JR.
President

cc: Mr. Steven W. Davis, P.E. ✓
Assistant Traffic Engineer

WALT

RECEIVED
JAN 9 1989
TRAFFIC ENG.

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 350
FORT WAYNE, INDIANA 46802

BID REFERENCE # 1339

DATE May 4, 1988

DUE DATE Tuesday, May 24, 1988 at 11:15 A.M.

SUBMISSION OF BIDS Sealed bids will be received by the City of Fort Wayne, in the State of Indiana, hereinafter "The City" until 11:15 o'clock A.M. on the day of Tuesday, May 24, 1988, at the Office of the Purchasing Agent, Room 350, in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:
Nine (9) Traffic Controllers for the Traffic Engineering Dept.

BID BOND REQUIRED NO ____ YES X AMOUNT 5%

PERFORMANCE BOND REQUIRED BY SUCCESSFUL BIDDER NO X YES ____ AMOUNT ____

AFFIRMATIVE ACTION

On file with the City of Fort Wayne ____ Attached to this document X

Prompt payment discounts will be allowed as follows: 2 %
if paid within 30 days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sales Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of ninety (90) days.

Traffic Signal Co. Inc.
Name of Company

By Floyd A. Fleming Jr. Agent President
(signature)

Address 14790 E. 136th St.

City Noblesville, In. 46060

(e) Complete (1) and (2) below if participation goals of 15% MBE and 12% WBE have not been met:

1. My Company cannot meet the participation goals for the following reasons: Not controlled by MBE's or WBE's, Market & company size too small to afford much opportunity for this.

2. We have taken the following steps in an attempt to comply with these participation goals: We have quoted thru Elliott Equipment on other bids. They are a WBE.

_____	Floyd A. Tkach Jr., President
Contractor	Contractor
By _____	By _____
Its _____	Its _____

/ 12. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

/X/ 13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE $ 51,524.00. (if unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

Within 8 to 10 Weeks after receipt of a Purchase Order

☐ Liquidated Damages Provision This clause will be applicable to this contract if the box contains a checkmark or an "X", or if required in specifications.

LIQUIDATED DAMAGES IN TIME OF PERFORMANCE

Actual damages for delays in completion are impossible to determine. Accordingly and as part of the consideration to enter into this transaction, the contractor agrees to be liable for also to pay to the City of Fort Wayne the sum of $_____ a day as liquidated damages for each calendar day of delay past the stipulated date of completion as shown on the Request for Quotation, Contract or Purchase Order; Whichever may apply. This payment shall not limit the Citys' right to collect other damages.

Any claim for an extension of the date of completion shall be based on a written notice/request delivered to the owner within 5 days of the occurance of the event giving rise/to the claim.

Time of completion may only be altered by written approval from the owner.

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate

6. Responsibility for Supplies. Except as otherwise provided in this contract, the contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point regardless of the point of inspection. After delivery to the City at the designated point and prior to the acceptance by the City or rejection and giving notice thereof by the City, the City shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction or damage results from the negligence of the officers, agents or employees of the City acting within the scope of their employment. The contractor shall bear all risk as to rejected supplies after notice of rejection except that the City shall be responsible for the loss or destruction, or damage to the supplies only as such loss, destruction, or damage results from the gross negligence of officers, agents, or employees of the City acting within the scope of their employment.

7. Notice of Delays. Should the contractor encounter delays in performance which may be excusable under the clause of General Provisions entitled "Termination For Default", he shall as a condition precedent to being relieved from liability for actual damages, liquidated damages and/or excess costs, notify the City Purchasing Agent in writing of the causes of any such delay immediately upon the beginning of the delay. As soon as possible after receipt of the contractor's notice of delay, the City Purchasing Agent will ascertain the facts and the extent of the delay, and extend the time for performance when in his/her judgment the facts justify such an extension. His/her findings of fact thereon shall be final and conclusive on the parties thereto, subject only to appeal within 30 days under the "Disputes" clause of this contract.

8. Design, Workmanship, and Materials. Equipment and/or supplies furnished under this contract shall be the latest design, as the same is now in production by the manufacturer. All materials used in the items furnished under this contract shall be new. Workmanship shall be of the highest quality and materials must be free of imperfections.

9. Shipping Provisions. All items shall be delivered F.O.B. destination unless otherwise stated. All costs of transportation from the shipping point or points to the destination shall be paid by the contractor and included in the price offered for furnishing the supplies. Full responsibility for all damages in transit shall be borne by the contractor.

XX 10. Warranty. The contractor fully warrants all supplies for one year after acceptance by the City and shall repair any defects or problems occurring during that one year and resend or replace any supplies if repair is not feasible or convenient for the City.

INSTRUCTIONS TO BIDDERS

DELIVERY

DELIVERY OF ALL ITEMS STATED UPON THE PURCHASE ORDER SHALL BE GUARANTEED TO BE COMPLETED WITHIN SIXTEEN (16) WEEKS AFTER THE DATE OF THE PURCHASE ORDER.

PRICE INVOICING

PRICES QUOTED TO REMAIN IN EFFECT FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF THE BID OPENING. PRICES SHALL INCLUDE ALL DELIVERY CHARGES. INVOICES MUST BE SUBMITTED TO THE USING DEPARTMENT TOGETHER WITH THE CITY'S STANDARD CLAIM FORM.

AWARD

THE CITY RESERVES THE RIGHT TO BREAK UP THE BID AND AWARD EACH ITEM SEPARATELY.

3	EA	EIGHT (8) PHASE, FULLY ACTUATED SOLID STATE MICRO-PROCESSOR BASED TRAFFIC SIGNAL CONTROLLER, MOUNTED IN A TYPE "P" CABINET	$ 6,950.00	$ 20,850.00
1	EA	FOUR (4) PHASE, FULLY ACTUATED SOLID STATE MICRO-PROCESSOR BASED TRAFFIC SIGNAL CONTROLLER, MOUNTED IN A TYPE "P" CABINET	$ 5,795.00	$ 5,795.00
1	EA	FOUR (4) PHASE, FULLY ACTUATED SOLID STATE MICRO-PROCESSOR BASED TRAFFIC SIGNAL CONTROLLER, MOUNTED IN A TYPE "M" CABINET	$ 5,495.00	$ 5,495.00
1	EA	SOLID STATE DIGITAL PRE-TIMED MASTER CONTROLLER WITH EXTERNAL CONFLICT MONITOR AND TIME CLOCK, MOUNTED IN TYPE "G" CABINET WITH SLIPFITTER FOR PEDESTAL MOUNT.	$ 5,395.00	$ 5395.00
1	EA	SOLID STATE DIGITAL PRE-TIMED SECONDARY CONTROLLER WITH EXTERNAL CONFLICT MONITOR MOUNTED IN TYPE "G" CABINET WITH SLIPFITTER FOR PEDESTAL MOUNT.	$ 4,489.00	$ 4489.00
2	EA	SOLID STATE DIGITAL PRE-TIMED CONTROLLER WITH EXTERNAL CONFLICT MONITOR AND COMPUTER COMMUNICATIONS UNIT, MOUNTED IN TYPE "G" CABINET WITH SLIPFITTER FOR PEDESTAL MOUNT	$ 4,750.00	$ 9,500.00
				Total $ 51,524.00

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Traffic Signal Co. Inc., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Traffic Signal Co., Inc, that Traffic Signal Co., Inc does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 23rd day of May, 1988.

Traffic Signal Co. Inc.
(Name of Bidder/Vendor)

Floyd A. Klein Jr, President
(Name and Title of Person Signing)

Form Prescribed by State Board of Accounts
D. H. Goble Co., Greenfield, Indiana

BID, OFFER OR PROPOSAL

on

MATERIAL OR MATERIALS, EQUIPMENT, GOODS OR SUPPLIES

Ft. Wayne, Indiana, May 23rd, 19 88

To Department of Purchasing, City of Ft Wayne
(State name, official position and municipality)

Pursuant to notices given, the undersigned proposes to furnish the material or materials, equipment, goods or supplies as per said notices and specifications now on file in the office of

Dept. of Purchasing, City of Ft Wayne
(state name, official position and municipality)

and as per copy thereof, hereto attached, or as described herein for the following amounts:

(State the class or item number or an exact description of the material or materials, equipment, goods or supplies to be furnished and amount of bid on each article.)

Class or Item	Quantity	Unit	Quality — Description	Unit Price	Amount
			As Listed on Page P5-20 of the Invitation for Bids on Bid Reference # 1339 to be opened May 24, 1988		51,524 00

IF MORE SPACE IS NEEDED—ATTACH SEPARATE SHEET

HOME OFFICE, PHILADELPHIA, PENNSYLVANIA

Bond No. _____

BID BOND

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS
A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, THAT WE TRAFFIC SIGNAL COMPANY, INC.
14790 E. 136th Street
NOBLESVILLE, INDIANA 46060

as Principal, hereinafter called the Principal, and the RELIANCE INSURANCE COMPANY of Philadelphia, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety, are held and firmly bound unto

CITY OF FT. WAYNE

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF MAXIMUM AMOUNT BID

Dollars ($),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for TRAFFIC CONTROLLERS REF #1339

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of May A.D. 19 88

Floyd a. Klein Jr.
(Principal) (Seal)

President
(title) Traffic Signal Company, I

Tad A Dickerson
(Witness)

RELIANCE INSURANCE COMPANY

Judy A. Lamm
Judy A. Lamm, Attorney-in-Fact

BDR-2305 Ed.10-73

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Herbert J. Spier, Jr., John S. Null, Judy A. Lamm, Donald R. Brown and Cynthia St. John, individually, of Indianapolis, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII — EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 25th day of September 1984.

RELIANCE INSURANCE COMPANY

Vice President

STATE OF Pennsylvania
COUNTY OF Philadelphia } ss.

On this 25th day of September, 1984, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2 and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 24, 1986

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 24th day of May 1988

Assistant Secretary

BDR-1431 Ed. 6/79

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 350
FORT WAYNE, INDIANA 46802

BID REFERENCE # 1339

DATE May 4, 1988

DUE DATE Tuesday, May 24, 1988 at 11:15 A.M.

SUBMISSION OF BIDS Sealed bids will be received by the City of Fort Wayne, in the State of Indiana, hereinafter "The City" until 11:15 o'clock A.M. on the day of Tuesday, May 24, 1988, at the Office of the Purchasing Agent, Room 350, in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

Nine (9) Traffic Controllers for the Traffic Engineering Dept.

BID BOND REQUIRED NO ____ YES X AMOUNT 5%

PERFORMANCE BOND REQUIRED BY SUCCESSFUL BIDDER NO X YES ____ AMOUNT ____

AFFIRMATIVE ACTION

On file with the City of Fort Wayne ✓ Attached to this document ____

Prompt payment discounts will be allowed as follows: ____ % if paid within ____ days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sales Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of ninety (90) days.

TRAFFIC ONE INC
Name of Company

By Thomas C Mowery Agent
(signature)

Address 309 E Yoder Rd

City Fort Wayne In 46819

General Bid Form
Form Prescribed by State Board of Accounts
D. H. Goble Co., Greenfield, Indiana

Revised Form No. 95 (1964)

BID, OFFER OR PROPOSAL

on

MATERIAL OR MATERIALS, EQUIPMENT, GOODS OR SUPPLIES

Fort Wayne Indiana 23 May, 19 88

To Dept of Purchases Fort Wayne In.
State name official position and municipality

Pursuant to notices given, the undersigned proposes to furnish the material or materials, equipment, goods or supplies as per said notices and specifications now on file in the office of

City Purchasing Fort Wayne In
state name official position and municipality

and as per copy thereof, hereto attached, or as described herein for the following amounts:

(State the class or item number or an exact description of the material or materials, equipment, goods or supplies to be furnished and amount of bid on each article.)

Class or Item	Quantity	Unit	Quality — Description	Unit Price	Amount
	3	ea	80 Fully Actuated per Fort Wayne Spec.	5180 00	15540 00
	1	ea	40 " " " "	4980 00	4980 00
	1	ea	40 " " " "	4588	4588 00
	1	ea	Pretimed Master " " "	No Bid	
	1	ea	Secondary Controller " " "	No Bid	
	2	ea	Pretimed Controller for Computer Control	No Bid	

IF MORE SPACE IS NEEDED—ATTACH SEPARATE SHEET

PROPOSAL

The undersigned bidder agrees to furnish to City of Fort Wayne Traffic Engr. Indiana, all articles and things enumerated on the foregoing pages in accordance with the specifications and in compliance with all stipulations therein, and for the prices set opposite each item, and declares and represents that the price herein charged for each and every article and thing named in this offer or bid is net, and that it is fair, just and usual; that he has not offered nor received a less price for the articles embraced in this bid than that

stated herein, except those specified "No Bid"

(Here state specifically to whom, when, why, price)

that if this bidder shall offer to or receive from any person, firm, board, commission, trustee or corporation, during the continuance of the contract sought hereunder, a less price than that stated herein, excepting market changes, he consents that the difference shall be deducted from any sum due under said contract, or, if there be none, that said difference may be recovered from him by appropriate action; and it is hereby agreed by this bidder that this stipulation shall be a part of any contract that may be entered into upon this bid; and this bidder further agrees that he will not, directly or indirectly, withdraw this bid from the office in which it is filed and that the same shall in the manner and form in which it is made, become and remain a part of the public documents in said office.

The undersigned bidder further agrees that on acceptance of this proposal by the

Dept of Purchases (Board or Trustee) of said Fort Wayne (Gov't. Unit), Indiana

as to either or all the classes or items, this bid and agreement is to become and be a contract to such effect, as to each class or item so accepted upon the filing herewith of a bond or certified check in the amount as required by the purchaser in notice to bidders. Any liability for breach of said contract shall be enforceable by an appropriate action upon said contract or bond or certified check, as the case may be, or either or both of them as provided by law in similar cases.

In testimony whereof the bidder has hereunto set (his) (their) hand (s) this 23rd day of MAY, 1988

By Thomas A. Manny
Agent or Individual Member of Firm or

Officers of Corporation

NOTE—The contract will be awarded by classes or items, in accordance with specifications. Any changes, interlineations or alterations in the items specified will render such bid void as to class or items.

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of TRAFFIC ONE, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of TRAFFIC ONE, that TRAFFIC ONE does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 23rd day of MAY, 19 88.

TRAFFIC ONE
(Name of Bidder/Vendor)

Thomas A Wanny Tuan
(Name and Title of Person Signing)

DELIVERY

DELIVERY OF ALL ITEMS STATED UPON THE PURCHASE ORDER SHALL BE GUARANTEED TO BE COMPLETED WITHIN SIXTEEN (16) WEEKS AFTER THE DATE OF THE PURCHASE ORDER.

PRICE INVOICING

PRICES QUOTED TO REMAIN IN EFFECT FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF THE BID OPENING. PRICES SHALL INCLUDE ALL DELIVERY CHARGES. INVOICES MUST BE SUBMITTED TO THE USING DEPARTMENT TOGETHER WITH THE CITY'S STANDARD CLAIM FORM.

AWARD

THE CITY RESERVES THE RIGHT TO BREAK UP THE BID AND AWARD EACH ITEM SEPARATELY.

3	EA	EIGHT (8) PHASE, FULLY ACTUATED SOLID STATE MICRO-PROCESSOR BASED TRAFFIC SIGNAL CONTROLLER, MOUNTED IN A TYPE "P" CABINET	$ 5180.00	$ 15540.00
1	EA	FOUR (4) PHASE, FULLY ACTUATED SOLID STATE MICRO-PROCESSOR BASED TRAFFIC SIGNAL CONTROLLER, MOUNTED IN A TYPE "P" CABINET	$ 4780.00	$ 4780.00
1	EA	FOUR (4) PHASE, FULLY ACTUATED SOLID STATE MICRO-PROCESSOR BASED TRAFFIC SIGNAL CONTROLLER, MOUNTED IN A TYPE "M" CABINET	$ 4588.00	$ 4588.00
1	EA	SOLID STATE DIGITAL PRE-TIMED MASTER CONTROLLER WITH EXTERNAL CONFLICT MONITOR AND TIME CLOCK, MOUNTED IN TYPE "G" CABINET WITH SLIPFITTER FOR PEDESTAL MOUNT.	$ No Bid	$
1	EA	SOLID STATE DIGITAL PRE-TIMED SECONDARY CONTROLLER WITH EXTERNAL CONFLICT MONITOR MOUNTED IN TYPE "G" CABINET WITH SLIPFITTER FOR PEDESTAL MOUNT.	$ No Bid	$
2	EA	SOLID STATE DIGITAL PRE-TIMED CONTROLLER WITH EXTERNAL CONFLICT MONITOR AND COMPUTER COMMUNICATIONS UNIT, MOUNTED IN TYPE "G" CABINET WITH SLIPFITTER FOR PEDESTAL MOUNT	$ No Bid	$

Read the first time in full and on motion by Henry, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-~~County~~ Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 2-14-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	9			
BRADBURY	✓			
BURNS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG	✓			
REDD	✓			
SCHMIDT	✓			
STIER	✓			
TALARICO	✓			

DATED: 2-28-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (GENERAL) (SPECIAL) (~~ZONING~~ MAP) ORDINANCE ~~RESOLUTION~~ NO. S-39-89 on the 27th day of February, 19 89,

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL

Charles S. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 1st day of March, 19 89, at the hour of 1:30 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 7th day of March, 19 89, at the hour of 9:25 o'clock P.M.,E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: SPECIAL

A-FS-02-06

DEPARTMENT REQUESTING ORDINANCE: PURCHASING

SYNOPSIS OF ORDINANCE: AN ORDINANCE APPROVING THE AWARD OF REFERENCE NO. 1339 WITH RESPECT TO THE PURCHASE OF TRAFFIC SIGNAL CONTROLLERS AND CABINETS. THE COST REFLECTS THE LOWEST AND MOST RESPONSIBLE OF THREE (3) VENDORS.

EFFECT OF PASSAGE: WOULD ALLOW FOR THE PURCHASE OF FIVE (5) SIGNAL CONTROLLER UNITS & CABINETS TO BE USED FOR TRAFFIC SIGNAL MODERNIZATION AND CONTROLLER REPLACEMENT PROJECTS.

EFFECT OF NON PASSAGE: TRAFFIC SIGNALS MUST CONFORM TO STATE AND FEDERAL REGULATIONS. THEY MUST FUNCTION PROPERLY AT ALL TIMES. FAILURE TO DO SO WOULD CREATE CONFUSION, CONGESTION AND DELAY AND WOULD PLACE THE CITY IN A LIABLE POSITION.

MONEY INVOLVED:	TRAFFIC SIGNAL CO.	$14373.00
	TRAFFIC ONE	$10360.00

SOURCE OF FUNDING: TRAFFIC ENGINEERING
138-011-OFFC-4299

BILL NO. S-89-02-06

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding of Reference #1339 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and TRAFFIC SIGNAL COMPANY, INC. for the Traffic Engineering Department

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

YES		NO
Thomas C. Henry	THOMAS C. HENRY CHAIRMAN	
Mark E. GiaQuinta	MARK E. GiaQUINTA VICE CHAIRMAN	
Janet G. Bradbury	JANET G. BRADBURY	
	DONALD J. SCHMIDT	
	JAMES S. STIER	

CONCURRED IN 2-28-89.

Sandra E. Kennedy

Sandra E. Kennedy
City Clerk